

PREAMBLE

This Agreement is made and entered into in the Province of British Columbia by and between the Union of B.C. Performers (hereinafter referred to as the "Union"), which is the British Columbia Branch of the ACTRA Performers Guild with principal offices at 400 - 856 Homer Street, Vancouver, BC, V6B 2W5 and the signatory Individuals, Persons, Partnerships, Firms, or Corporations listed in Appendix "A", and those added from time to time to this Agreement by virtue of executing the signing page on page 44, or an Acceptance Agreement as per Appendix "B", and added to Appendix "A" (hereinafter referred to collectively as the "Producers" or separately as "Producer"). The Producers and the Union (hereinafter referred to as the "Parties") agree to the following:

GENERAL CLAUSES

SECTION A

ARTICLE A1 - UNION RECOGNITION AND APPLICATION

A101 Union Recognition

The Producer recognizes the Union as the exclusive bargaining agent for Performers with respect to all terms and conditions contemplated by this Agreement. It is further recognized that the Union has exclusive jurisdiction in all recorded Animation and Dubbing production in British Columbia. It is acknowledged and agreed that the Union represents a majority of the Performers in the bargaining unit, and that the Union shall be the sole and exclusive bargaining agent for all Performers in the bargaining unit.

A102 Scope of Agreement

This Agreement applies to Performers engaged in animation production for Theatrical Motion Pictures, or other Motion Pictures such as episodic television Series (including Pilots), Mini Series and Made-for-Television Movies (MOWs) made for Network Television, Syndicated Television, Cable Television, Pay Television, and Compact Devices.

A103 Minimum Terms

This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded production produced within the Scope of Agreement, which are produced in British Columbia, except as provided in Article A110 below. This Agreement represents minimum rates and working conditions. No person engaged in any category of performance within the scope of this Agreement shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A104 Agreement in Whole

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the Production produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

A105 Rights of Producer

Except to the extent modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

- (a) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
- (b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

All of these rights are exercised subject to the terms of this Agreement.

A106 Laws of British Columbia Apply

This Agreement is made and entered into in the Province of British Columbia and in all respects the laws of British Columbia will apply.

A107 The Union

For the purposes of this Agreement its appendices, forms, or other related material, the term "the Union" refers to the Union of B.C. Performers, which is the British Columbia Branch of the ACTRA Performers Guild, Suite 400 - 856 Homer Street, Vancouver, B.C. V6B 2W5.

A108 Enabling Provision

The Producers and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Performers and the competitive position of the Producers. The Union will review a request from the Producer(s) for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Performers. The Union shall make reasonable efforts to respond to a request for modification within three business days of receipt of the request or any extension thereof by mutual agreement. The Executive Board of the Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such modifications to this Agreement shall be by Letter of Understanding and may be for one Production, for a type of Production, for a specific area, or for a specific period of time. A copy of any Letter of Understanding will be provided to the Producer and the BC Branch of the CFTPA.

A109 Conflict With Laws

- (a) If any federal or provincial law invalidates or supersedes any clause in this Agreement, the law shall prevail over the clause. However, the other provisions of this Agreement shall remain in full force and effect. If any clause is declared invalid, it is further agreed that the parties shall meet to negotiate in good faith a replacement clause which shall be valid and which shall replace the clause declared invalid.
- (b) If the parties do not agree on a mutually satisfactory replacement clause within thirty (30) calendar days, then either party may immediately submit the dispute to regular arbitration.

A110 Territorial Jurisdiction and Application of this Agreement

The territorial jurisdiction of the Union includes and the provisions of this Agreement shall apply to the Province of British Columbia.

- (a) The Union continues to be the Performer(s) exclusive bargaining agent and representative, notwithstanding that the Performer(s) is required to perform duties outside of the British Columbia. This Agreement applies to any Performer assigned by a Producer to perform services outside British Columbia, unless the Performer is covered by another collective agreement with another labour organization specific to that Production at that location.
- (b) Before assigning a Performer to perform duties at a location outside of Canada, the Producer will sign a written individual contract with that person. The individual contract must specify the duration of assignment, rate of pay, working conditions, payment of expenses, accommodation arrangement, and it may include any other pertinent information or other terms and conditions of engagement no less favorable than those provided under this Agreement.

A111 Money Defined

All references to "dollars" or money rates of any kind in this Agreement, including its Appendices are in Canadian Dollars except as expressly provided otherwise hereunder.

A112 Consultation Committee to be Established Upon Request

- (a) On the request of either Party a Consultation Committee shall be established and shall meet regularly during the term of this Agreement to discuss work-related issues that affect the Parties or any Performer covered by this Agreement.
- (b) The Consultation Committee shall be comprised of an equal number of representatives of the Producer(s) and the Union.

A113 Titles

The insertion of titles at the beginning of an article or clause are for convenience only and will not be used to interpret, define, or limit, the scope, extent, or intent of this Collective Agreement.

ARTICLE A2 - EXCLUSIONS

A201 A Performer means a Member or permittee of the Union who is engaged under the terms of this Agreement, but specifically does not include:

- (a) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.
- (b) Children under the age of sixteen (16) without professional status, appearing as themselves in a Program.
- (c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.
- (d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- (e) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.
- (f) A contestant participating in a quiz Program or program game, except where such contestant is rehearsed to develop an individual characterization.

A202 When a member of the Union is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply.

ARTICLE A3 - PERFORMER DEFINITIONS

A301 Actor means a Performer engaged to speak nine (9) lines or less of dialogue.

A302 Animation Performer means a Performer engaged to voice a role or roles off-camera in an animated Production or Productions.

A303 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.

A304 Chorus Performer means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, or Actor.

A305 Narrator or Commentator means a Performer engaged to perform narrative material or commentary on- or off-camera.

A306 Off-Camera Performer means a Performer other than an off-camera Narrator or Commentator or an Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.

A307 Principal Actor means a Performer engaged to speak ten (10) or more Line(s) of Dialogue.

A308 (a) **Singer** means a Performer engaged to sing either alone or with others.

(b) **Group Singer** means one of two (2) or more singers except duos.

A309 Specialty Act means any act either individual or a group, which is available except for camera rehearsals as a rehearsed entity ready for performance prior to an engagement.

- A310 Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host.
- A311 Vocal or Dialogue Coach** means someone engaged to coach Performers either in vocal or script delivery techniques.

ARTICLE A4 - DEFINITION OF TERMS

- A401 Above Minimum Fee** is the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement. The negotiation of a performance fee or fees at above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 ADR** means Additional Dialogue Recording. (See Post Synchronization.)
- A403 Agreement** means this Agreement, all the Appendices attached to this Agreement, any signed Letter(s) of Modification and all individual contracts of engagement.
- A404 Audition** means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining his, her or their value or suitability for a specified performance.
- A405 Availability Inquiry** means an approach to a Performer regarding his/her interest and/or availability for an engagement.
- A406 Billboard** means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a Program.
- A407 Booking** means notification to a Performer and acceptance by him/her of an engagement on a definite or approximate date or dates. This booking creates the obligation upon the Producer to engage the Performer, and the obligation upon the Performer to carry out the engagement.
- A408 Bumper** means a short non-commercial announcement, no longer than thirty (30) seconds, in the nature of "we'll be right back."
- A409 Cable Television** means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals comprising simultaneously re-transmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate some times known as a "basic cable" subscription fee. Cable Television use does not include Network Television, Syndicated Television, or Pay Television, even where the pay television option is only available to cable subscribers. Pay television and pay-per-view television are uses in addition to Cable Television or Basic Cable.
- A410 Call or Call Time** means the place and hour of commencement of work for a Performer.
- A411 Compact Device** use means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-Rom or any other similar format intended primarily for private, in-home exhibition.
- A412 Contracted Fee** means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.

- A413 Copyright Holder** means the individual company, corporation or organization in whom all original rights to exhibit, sell, lease, rent, reproduce, or otherwise dispose of a Program or Series of programs are vested, including ownership of the original tapes or films and sound tracks.
- A414 Distant Location** means a location on which the Performer is required to remain away and be lodged overnight.
- A415 Documentary Program** means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A416 Domestic Run** means the release of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A release on an English and French station in the same city or area does not constitute a re-run.)
- A417 Dubbing** means the voice performance by a Performer off-camera to replace the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than North American English, or from English or a foreign language to another foreign language.
- A418 Educational Television** means curriculum-based Production not subject to resale or barter by a public, private, or educational broadcaster. In the event of such sale or barter, the use shall be considered syndicated television.
- A419 Engagement** and employment are used interchangeably for the purposes of this Agreement.
- A420 Episode** means one Program, complete in itself but forming part of a Series.
- A421 Free Television** means exhibition defined as Network and/or Syndicated Television.
- A422 Gross Fee** means total compensation paid to a Performer during production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A423 Industrial Program** means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A424 Interstitial** means filler material which in itself does not constitute a Program and which is produced (excluding commercials, Billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.
- A425 Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue. Part of a line is considered a line (e.g. a block of 11 - 19 words is two (2) lines, not 1.1 - 1.9 lines). A character's line count is the line count in the script, not the total number of words divided by ten. A scripted or directed vocalization (e.g. a grunt or scream) constitutes a word under this definition.
- A426 Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer or the voice synchronization by a Performer off-camera to match recorded animation.
- A427 Mini Series** means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.
- A428 Nearby Location** means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.

A429 Net Fee means the total compensation paid to a Performer during the production of a Program, excluding: 1) reading sessions; 2) cancellations; 3) postponements; 4) talent audition fees; 5) late payment penalties; 6) monies paid by a Producer for expenses such as per diem allowances or travel costs as agreed; 7) compensation paid to a Performer for time spent solely in travel on such day(s) when the Performer is not required to participate in any other activity in connection with the Production on such travel day(s); 8) holdover calls on an overnight location on normal production down days (see A1701).

Preproduction Rehearsal fees shall be considered as part of the Net Fee to the following extent: for each day of recorded performance, two full days of Preproduction Rehearsal worked shall be included in the Net Fee.

A430 Network Television means exhibition of a Production on television, broadcast by UHF or VHF. In Canada, "Network" shall mean CBC, CTV, Global, and any other entity so designated by the CRTC. In the United States it shall mean ABC, CBS, NBC, and Fox, and any other entity so designated by the FCC. In other countries, "network" shall be defined as a station, telecast channel, or group of stations which are connected so as to provide nation-wide market penetration by a single entity or through simultaneous transmission of a Program or Programs.

A431 Non-Theatrical means the distribution in all formats in all media Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Devices, of this Agreement.

A432 Pay-Television means the exhibition of Programs on a television receiver by a Pay-Television network operator or single station distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to the regular or basic Cable TV subscription fee, or to the proprietor of a free standing microwave distribution system, or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay-Television.

A433 Pick-Up Lines are existing, revised, or new Line(s) of Dialogue for previously recorded Programs.

A434 Pilot Program means a Program which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.

A435 Post-Synchronization or ADR means the voice synchronization by a Performer of his/her voice to his/her own character's on-camera performance.

A436 Preproduction Rehearsal and Reading Session

(a) **Preproduction Rehearsal**

Prior to commencement of production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited. Further, the recording shall be discarded when it has served its assessment function. Performers shall be compensated for time spent in Rehearsal at the Performers' contracted hourly rate with a minimum four (4) hour call.

(b) **Reading Session**

When Performers are required to attend with other cast members a script reading session for the benefit of the writer and/or director, the Performers shall be compensated for time spent in a reading session at the Performers' contracted hourly rate with a minimum call of four (4) hours.

A437 Producer means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program. This Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, receivers, successors, and assigns.

- A438 Production/Program** means any audio/visual work embodying the services and results of Performers whether this work is fixed on film, tape, or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.
- A439 Promos** or Promotions are announcements made for the purpose of promoting a Program and/or Broadcaster within the Scope of this Agreement. An example of such a Promos is “Don’t forget to watch “*Production title*” Saturday at 8:00 pm.”.
- A440 Public Service Announcement** means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A441 Role** means the part to be portrayed by a Performer as an individual characterization.
- A442 Series** means Episodes produced as a group to be presented in a regular pattern over an entire broadcast season.
- (a) **Episodic Series** means a sequence of Programs each complete in itself but held together by the same title or identifying device common to all the Programs in the sequence, plus a character or characters common to many or all of the Programs in the Series.
 - (b) **Serial** means a series of Programs in which the same characters carry on a continuing narrative.
 - (c) **Anthology Series** means a Series or sequence of Programs each of which contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or identifying device or personality common to all the Programs in the series. A continuing Host shall not be considered a character common to each of the Programs in the series.
- A443 Session/ Recording Session**
A Session in this Agreement means a work day with a minimum call.
- A444 Single Unit** means a Program intended for broadcast as a single show, broadcast or Program, and not as a part of an Anthology Series, Episodic Series, or Serial.
- A445 Substantial Snack** means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. During the winter, at least one food item shall be hot or warm.
- A446 Syndicated Television** means exhibition on television, broadcast by UHF or VHF, other than Network Television.
- A447 Use Fees** includes residuals, prepayment of residuals, royalty payments, and other payments made as a result of sale, trade, rental, distribution, or other exploitation of a Program, an audio or visual segment of a Program, or its characters, and includes all payments or fees contemplated by Section C of this Agreement.
- A448 Uses** shall mean the use of a Production on:
- (a) Free Television:
 - (i) Network Television
 - (ii) Syndicated Television
 - (b) Cable Television
 - (c) Pay Television
 - (d) Theatrical
 - (e) Non-Theatrical
 - (f) Compact Devices
- A449 Variety Program** means a Program that consists of songs, music, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.
- A450 Voice**
A voice constitutes a distinct performance of dialogue or vocal effect, and is distinguished from Walla.

A451 **Walla** is defined as crowd, background, or ambient noise / sounds provided by two (2) or more Performers.

ARTICLE A5 - OBLIGATIONS OF PRODUCER

A501 Anti-Union Discrimination Prohibited

The Producer shall not discriminate against or intimidate any Performer for reasons of membership in the Union or for Union activity outside working hours or for the exercise of rights in this Agreement or in legislation.

A502 Production Staff

The Producer shall not utilize persons (except Union Members) employed as one of the Producer's casting or production staff as Performers in any Productions on which they also render other services without express consent of the Union. However, the Union will not unreasonably withhold a waiver to accommodate the unforeseeable or legitimate production necessities of the Producer.

A503 Preference of Engagement

The Producer shall give preference of engagement to members of the Union.

A504 Policy of Equal Opportunities

- (a) The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, or national origin. In accordance with this policy the Producer will make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that s/he will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour or national origin.
- (b) All roles in a Production shall be open to all Performers regardless of age, sex, race, creed or national origin, except those roles which may be restricted because of specific requirements. In initiating casting sessions, the Producer shall indicate, as known, those roles which are so restricted.

A505 All Performers to be Members or Permittees

The Producer shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by the Union. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (See Article A201).

A506 Risk of Artistic Competence

The Producer assumes the risk of artistic competence of a Performer.

A507 Production Information

The Producer shall make best efforts to submit to the Union office at least 72 hours prior to the first day of recording, but in any event no later than the first day of recording, the following information when known, on the form reproduced in Appendix "C":

- (a) Name of Producer
- (b) Title of Production
- (c) Production dates and location
- (d) Cast list of Performers
- (e) Persons or groups for whom work permits are required
- (f) Name of production liaison [see A515(b)]
- (g) Names of all children engaged

A508 No Casting Fee Permitted

No person, firm, or corporation engaged or subcontracted by the Producer to cast, hire, employ, or otherwise engage Performers may be engaged by a Producer if the effect is to avoid the requirements of this Agreement. In particular, an agency, person, firm, or corporation hired or otherwise engaged by the Producer, whether for compensation or gratuitously, to contract a Performer or a group of Performers may

not charge a fee to the Performer(s) if the effect of this fee would be to compensate the Performer(s) at rates or conditions below the minimums of this Agreement.

A509 Right to Negotiate Above Minimum Terms

The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. Oral and/or written notices, advising that the Producer is offering minimum fees only, may not be issued.

A510 Protection of the Collective Agreement

Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

A511 Assignment of Fees

All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.

A512 Access to Studio or Location

The Producer shall allow a Union representative access to recording studio locations to verify compliance with the terms of this Agreement.

A513 Administration Fee

The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying an administration fee to the Union.

- (a) If the Producer is a member in good standing of the BC Producer's Branch of the Canadian Film and Television Production Association (BCCFTPA) (which membership in good standing the Association shall confirm by written notice):
 - (i) the administration fee payable to the Union shall be two percent (2%) of the Gross Fees paid to all Performers engaged for the production of a Program; and
 - (ii) an additional one half percent (0.5%) of the Gross Fees paid to all Performers engaged for the production of a Program shall be remitted directly to the BCCFTPA.
- (b) If the Producer is not a member in good standing of the BCCFTPA:
 - (i) the administration fee payable to the Union shall be three percent (3%) of the Gross Fees paid to all Performers engaged for the production of a Program; and
 - (ii) an additional one percent (1%) of the Gross Fees paid to all Performers engaged for the production of a Program shall be remitted directly to the BCCFTPA.

A514 Subcontractor

The Producer shall require any "subcontractor" which he/she/it engages to carry out any of the functions required to make or exploit a Production in British Columbia and Yukon to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such a subcontractor, and the Producer shall be liable in the event of a breach by this person, firm, or corporation.

A515 Production Records

- (a) The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:
 - (i) Name of Performer or Performers engaged and categories of performance.
 - (ii) Date or dates of services rendered by a Performer or Performers.
 - (iii) Amount paid for such services.
 - (iv) The hours worked.
 - (v) The name and number of the Program or Episode in a Series of Programs (where applicable).
 - (vi) The date of the first use in each medium when known.
 - (vii) Any re-use of a Program, by providing dates and nature of re-use and payments made to the Performers concerned.

- (viii) Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Union or its designated representative).
- (ix) A copy of the script and all script changes.
- (x) Updates of the recording schedule.
- (xi) Casting notices.
- (b) The Producer shall advise the Union of the name of the person having responsibility for production liaison with Performers engaged for a Program. The production liaison shall attempt to redress Performer complaints and shall work with the Union Steward to resolve disputes.
- (c) Where requested by the Union the Producer shall furnish the Union with a copy of such information relating to any designated Performer in a Production concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with "Performers Time Report" forms by the Union as reproduced in Appendix "D", and shall ensure that such forms shall be available to the Performers at the location of work.

A516 Performance Bond

- (a) The Union is entitled to require a Producer to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in the amount of \$10,000 or such amount sufficient to cover:
 - (i) two (2) weeks Performer payroll (to be based upon the production schedule provided by the Producer); and
 - (ii) the insurance and retirement payments.
- (b) The performance bond shall take the form of a cash deposit to be held in trust by the Union in an interest-bearing account, and all accrued interest shall be the property of the Producer. At the Producer's election, the performance bond may take the form of one or more irrevocable letters of credit in the favour of the Union, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:
 - (i) The Union shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Union as a result of default by the Producer of its payment obligations as specified in the Agreement. Partial drawings by the Union shall be permitted;
 - (ii) The said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;
 - (iii) In the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
 - (iv) When a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the performer or writer prior to any disbursement from the letter of credit.
- (c) The provisions of A516(b)(i),(iii),and (iv) above shall apply equally to a cash bond.
- (d) Notwithstanding any provisions in this Agreement or any individual contract signed by a Performer, the Producer agrees that no Performer shall be required to start work prior to the signing of this Agreement and receipt by the Union of the agreed upon performance bond to guarantee wages and other monies due and payable.
- (e) The performance bond shall be released and/or returned to the Producer upon completion of its obligations hereunder, and the settlement of any outstanding complaints, disagreements or differences of opinion.

A517 Producer to Sign Performer Time Record

When a Performer and a Producer's representative sign the timesheet, the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). Timesheets are to be in carbon sets, filled out in ink, with one of the copies to be sent to the Union.

A518 Notification of Injury

The Producer shall advise the Union at the earliest opportunity of any injury to a Performer on set or on location.

ARTICLE A6 - OBLIGATIONS OF THE UNION AND PERFORMERS**A601 Professional Conduct**

The Union undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more Union members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the Grievance Procedure, may be found to be in breach of this Agreement and may be directed by a duly-appointed Arbitrator to provide compensation.

A602 Performers to Report

Performers shall report to the Producer or his/her designate before leaving the studio or location following the completion of scheduled work. The Performer's workday ends after the completion of the Session, unless asked to remain beyond that time by the Producer or his/her designate. The Performer shall sign a Performers Time Report as provided in A515 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Union steward or the Union office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

A603 The Union to Appoint Steward

The Union may, as the occasion demands, appoint an in-cast steward or designate an employee or other Union representative to undertake stewarding functions. Such steward(s) shall carry out duties as required by the Union, including:

- (a) Verify that all Performers are qualified to work by membership in the Union or a work permit issued by the Union.
- (b) Receive and, where possible, adjust complaints and grievances of Performers.
- (c) Generally enforce and administer the provisions of this Agreement at the studio or on-location.
- (d) Ensure that the Performers Time Report (referred to in A515 and A602) is maintained for Performers.
- (e) Familiarize him/herself with the terms of this Agreement.

A604 Performer Responsibilities

A Performer shall at all times report to the recording studio ready to work at the time of his/her call. The Performer is required to be familiar with his/her lines when scripts are available at least 24 hours prior to the production date. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

A605 Picket Lines

The Producer and the Union agree that no Performer shall be disciplined in any manner nor have his/her contract terminated for refusing to cross a picket line at the Producer's place of business and/or shooting location.

A606 Performer to Advise Producer of Inability to Work

The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfill contracted obligations.

A607 Union Dues

- (a) For the purpose of paying a Performer's union dues, the Producer shall deduct from each Performer who is a member in good standing of the Union the amount of regular dues then in force and effect by the Union and subject to change pursuant to the Union's constitution or by-laws. In the absence of notice to the contrary by the Union, the Producer shall deduct an amount equal to one and three-quarters percent (1.75%) of the Gross Fees (inclusive of Use fees) paid to such Performer.
- (b) This money shall be payable by cheque to the Union at the same time and for the same period covered by the production payroll.
- (c) The Producer shall state the name and membership number of each Performer from whom the dues deduction has been made, and shall remit this to the Union with the payment.

A608 Prohibition of Still Photographs on Set

The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

ARTICLE A7 - QUALIFICATION OF PERFORMERS**A701 Work Permits**

In accordance with A503, Preference of Engagement shall be given to Union members. However, after making reasonable efforts to comply and having established that a person who is not a member in good standing of the Union is required in a Production, then the following procedure will apply for the issuing of work permits:

- (a) For Principal Performers who are Canadian citizens, the Producer shall deduct and remit to the Union a work permit fee of \$125.00 for each week of production on any Program for which the Performer is engaged.
- (b) For other Performers who are Canadian citizens, the Producer shall deduct and remit to the Union a work permit fee of \$100.00 for each week of production on any Program for which the Performer is engaged.
- (c) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen and not a member of the Union, the fee for such work permit shall be \$250.00 for each week of production for which the non-Canadian Performer is engaged.
- (d) For Performers who are Canadian citizens engaged under the terms of Section D – Dubbing, the Producer shall deduct and remit to the Union a work permit fee of \$100 for each week of production on any Program for which the Performer is engaged. Performers who are not Canadian citizens and not a member of the Union are subject to the same work permit fees as in Article A701(c).

Note: For the purposes of clarification, a "week" as used in A701(a), (b), (c) and (d) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

A702 Reciprocal Agreements

The contracting of members of other performers unions shall be governed by any Reciprocal Agreements between the Union and the other organization.

A703 Engagement of Non-Canadians

- (a) In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.
- (b) The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging roles in all areas of film and television production.
- (c) Notwithstanding the provisions of A704 and A705, this Article may not apply, at the absolute discretion of the Union, in the instance of an "on-location production" which is being undertaken in Canada by a non-resident production company. However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location production".

A704 Feature Production

- (a) The following procedures shall govern the issuance of work permits for non-Canadian Performers in Feature Production:
 - (i) One (1) non-Canadian may be engaged for a feature production, and
 - (ii) a second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.
- (b) For the purposes of A704: "Feature Production" means a Production (excluding a Variety Production) the length of which is seventy-five (75) minutes or more; and
- (c) "Canadian Performer" means a Performer who is either a citizen of Canada or a permanent resident of Canada.
- (d) Notwithstanding the provisions of A704, the Union recognizes that it may be necessary in certain Feature Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the Business Representative of the Union for consideration of such requirements. The application shall include the script, proposed roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the Business Representative. All required documentation and oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the Business Representative or his/her designate shall be made and communicated to the applicant as promptly as possible in the circumstances.
- (e) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.
- (f) In the event the production of a Program requires one or more roles for which an unusual physical skill or physical attribute is necessary and such requirement cannot be filled by the application of the above provisions, application may be made to the Business Representative of the Union for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A704.

A705 Television Programs

With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

- (a) **Variety Special or Series.** The total number of permits issued to non-Canadian talent shall not exceed fifty-percent (50%) of the contracted Principal Performers, Variety Principals, or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.
- (b) **Single Drama Program** (other than a Feature Production). The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian Performers shall not be engaged in any other Performance category in the Program.
- (c) **Drama Series.** For continuing roles in a drama Series, the number of permits issued to non-Canadian talent shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.
- (d) The foregoing limitations on the engagement of non-Canadian Performers in television Programs and Series may be modified by the Union in the case of a Program or Series which is a co-production with a non-Canadian Producer(s) (who or which is contributing at least one-third (1/3) of the gross production budget), and in which co-production it is established that non-Canadian Performers are a condition of such co-production, but work permits must still be purchased for non-Canadian or non-member Performers appearing in this co-production.
- (e) Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.

A706 Private Financing

In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A704 and A705 may be modified by the Union, at its absolute discretion. In such instances, the

Producer shall be required to provide the Union prior to commencement of Production with information and supporting documentary evidence which establish that:

- (a) the Producer has not and will not apply for certification of such Production for Canadian Capital Cost Allowance under the Income Tax Act;
- (b) neither Telefilm Canada nor the B.C. Film Fund, nor their successor organizations, has any financial participation in the Production;
- (c) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of production facilities or personnel.

In addition, the Producer will be specifically required to provide the Union with a written undertaking that the Producer or any agent or representative of the Producer shall not at any time apply for certification under the Capital Cost Allowance provisions of the Income Tax Act or any such Tax relief which may be applicable at the time. A copy of such written undertaking shall be filed with the Certification Office of the appropriate department of the Federal or Provincial government.

A707 Preference to Canadian Performers

Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all roles in the Production. "Best efforts" shall be interpreted to mean that Union members and Canadian Performers shall be auditioned in good faith prior to the engagement of non-resident Performers. If a distributor demands the engagement of a particular foreign "star" Performer or lead or ethnic requirements make it extremely difficult to cast a Canadian in the role, the provisions of this Article may be modified by the Union.

A708 Non-Canadian Contracts

All contracts for non-Canadian Performers shall be filed with the Union office prior to the start of production. For the purposes of determining the Gross Fees upon which administration fees for non-resident Performers as per Article A513(a) and (b) are payable, the minimum fees [inclusive of overtime and Use Fees] in this Agreement shall apply if the non-Canadian Performer is contracted under the provisions of another collective agreement. Otherwise the Performer's actual Gross Fees will be used as the basis of payment.

ARTICLE A8 - CONDITIONS OF ENGAGEMENT

A801 Booking

Upon Booking, Performers shall be given specific notice of the acting role, date(s), time and place of production and a work schedule. The Booking shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the booking whenever possible.

A802 Requirement to Execute Contract

The Producer shall not require Performers to commence work on a Program prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.

A803 Requirement to Provide Contract

The Producer will endeavour to provide the Performer, or the Performer's representative with a contract at least forty-eight (48) hours prior to the commencement of work, but in any event no later than the commencement of work. The signature of the Producer or his/her designate shall be affixed to the contract form provided to the Performer. Where exceptional circumstances dictate, the Producer may apply to the Union office for relief from the provisions of this Article, such relief not to be unreasonably withheld. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the Union office. The Union undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Union or a party to the contract access to same without prior written consent of the Producer.

A804 Standard Contract Forms

Performer's written contracts are provided in Appendix "E" of this Agreement, and shall be executed in full with no alterations, or deletions. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the Union office. This standard contract shall be deemed to be part of this Agreement and form part of it. Any provision of a rider or other agreement between a Producer and a Performer which violates an express term of this Agreement shall be null and void.

A805 Series Options

A Performer may grant an option for his/her services for not more than six additional years' engagement, provided that the following criteria are met:

- (a) where the number of seasons optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred and fifty per cent (150%) of the applicable minimum fees; or,
- (b) where the number of seasons optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,
- (c) the contracted fee payable for each successive seasons optioned is at least one hundred and fifteen per cent (115%) of the previous season's contracted fee; and
- (d) the option for each successive season specifies that the Performer is guaranteed to appear in at least two-thirds of the Episodes produced in each season of the option period; and
- (e) the option specifies the particulars of the guarantee and the period of production of the Series; and
- (f) the option provides the time limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and,
- (g) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the Performer is a child, he/she may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once a year. Contracts may only be amended upon written consent of both parties.

For purpose of this article, a season is defined as maximum of twenty-six Episodes recorded over no more than a 6 month period.

ARTICLE A9 - INDEMNITY**A901 Producer to Indemnify**

The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

ARTICLE A10 - NO STRIKE AND UNFAIR DECLARATION**A1001 No Strike Except When Producer Declared Unfair**

During the life of this Agreement, the Union undertakes to not call or direct a work stoppage against the Producer, except where the Producer has been declared unfair. The Producer will not effect, engage in, or permit a lockout of Performers during the term of this Agreement.

A1002 Unfair Producer Defined

In the event of a fundamental breach of this Agreement such as, but not limited to, the Producer's inability to meet his/her payroll, the Producer may be declared unfair by the Union upon ten (10) days' notice. The notice shall briefly state the facts upon which the declaration is based and shall be distributed to the B.C. and Yukon Council of Film Unions and to any public funding bodies involved in the Production. Should the Producer give notice, prior to the expiry of the ten (10) days' notice period, of his/her intention to cure immediately the circumstances giving rise to the declaration, the declaration will be stayed.

A1003 No Requirement to Work for Unfair Producer

Performers shall not be required to work for a Producer declared unfair by the Union.

ARTICLE A11 - GRIEVANCE PROCEDURES AND RESOLUTION**A1101 Statement of Policy**

The Union and the Producer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of a Performer's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Performer shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.

A1102 Grievance Defined

All complaints, discipline, disputes, or questions of the Producer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Producer and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.

A1103 Scope of a Grievance

- (a) The parties agree that grievances may arise concerning differences between them respecting the application, administration, interpretation or an alleged violation of this Agreement, or any deal memorandum or other form of contract of engagement within the scope of the Agreement, including a question about whether or not a matter is subject to arbitration.
- (b) The procedure for resolving a grievance shall be the Grievance Procedure in this Article. All discussions between the parties during the grievance procedure are without prejudice and inadmissible in any subsequent arbitration hearing.

A1104 Settlement "at the scene"

- (a) A complaint of a minor nature may be settled at the time of its occurrence by the Union Steward and the authorized representative of the Producer. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.
- (b) In the event that the complaint is not resolved in the manner described, above, either party to the complaint may initiate a grievance.

A1105 Step 1 of the Grievance Procedure

In the first step of the Grievance Procedure, every effort to settle the dispute shall be made by the grieving Performer and his/her supervisor within ten (10) calendar days of the occurrence of the event(s) upon which the grievance is based; or within ten (10) calendar days after the facts underlying the grievance became known or should have reasonably become known by the grieving party. The grieving Performer has the right to be accompanied by a steward or any other authorized Union representative. Any dispute settlement reached at this meeting shall be binding upon the Performer and/or the Producer, so long as a steward or union representative participated in reaching the settlement. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

A1106 Step 2 of the Grievance Procedure

To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based; or within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievor, and the relief sought. If either the Producer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to Article 1107. In the event that the Union attempts to deliver a grievance to a Producer at the address last provided by such Producer to the Union and the Producer is no longer at that address, the grievance will be considered filed for purposes of this provision. However, no default shall be entered against such Producer and the aforementioned fourteen (14) calendar day period will not commence until the grievance is in fact received by the Producer.

A1107 Arbitration Procedure

If the grievance procedure fails to resolve the grievance, either party to this Agreement may proceed to final and binding arbitration by delivering to the other party a written demand for arbitration which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived, unless the parties mutually agree to extend the time limits. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the following list of Arbitrators:

Stephen Kelleher
Stan Lanyon
Heather Laing
John Hall

If the parties cannot agree upon one of the foregoing arbitrators, the arbitrator shall be selected on a rotation commencing with the first arbitration being assigned to the first listed arbitrator, the second arbitration being assigned to the second listed arbitrator and so on. The rotation shall be applied to each individual Producer. An Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association may at any time, by mutual agreement, be substituted for an Arbitrator on the foregoing list. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. At the conclusion of the arbitration the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

A1108 Expedited Arbitration

In lieu of A1107 the parties to this agreement may pursue expedited arbitration pursuant to British Columbia Labour Relations Code §104 in lieu of the Arbitration Procedure set forth above, and utilizing the Arbitrators listed in A1107 above, to the extent possible.

A1109 Arbitrator's Authority

The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, or to determine jurisdictional disputes.

A1110 Costs

The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

ARTICLE A12 - WORK DAY FOR PERFORMERS

A1201 Work Day

The regular work day shall consist of eight (8) consecutive hours not including the meal period. The work day shall commence at the Performer's Call time and the work day does not end until the Performer is released.

A1202 Calendar Day

A work day starting on one calendar day and continuing into the next shall be deemed to be one work day, namely that on which work started.

A1203 Night Sessions

The Performer must receive prior notice of scheduled night work (i.e. Call between 1900h and 0600h).

ARTICLE A13 - OVERTIME

A1301 Overtime

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate. Any time worked by a Performer in excess of eleven (11) hours in any one (1) day shall be paid at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-half hour or less may be paid in half hour units.

A1302 Sixth Day

When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

A1303 Seventh Day

When a Performer is required to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.

ARTICLE A14 - REST PERIODS

A1401 Rest Between Days

There shall be a rest period of not less than twelve (12) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a twelve (12) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

A1402 Rest Periods

There shall be at least a five (5) minute rest period provided for each hour of work. During actual recording at a studio, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

ARTICLE A15 - MEAL PERIODS

A1501 Meal Period

- (a) For the first (1st) meal period of the work day, each Performer shall be provided a meal period of one-half (1/2) hour commencing when the last Performer has been served, or sixty (60) minutes starting when the first member of the cast and crew has been served. The first meal period shall

commence not later than the completion of the sixth (6th) hour of work, calculated from the first call for the Performer.

- (b) **Substantial Snack.** In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served.
- (c) The first meal period shall not be considered as time worked and shall not be paid. Subsequent meal periods shall be paid through as time worked. Subsequent meal breaks will be called no less than six (6) hours after the resumption of work, except as modified in A1504.

A1502 Extended Meal Break

Where the exigencies of Production require, the unpaid meal break may be extended by one-half (1/2) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (1/2) hour.

A1503 Meal Not Provided

When the meal is not provided at the recording studio, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1504 Second Meal Break

Following the completion of the second meal, there shall be a meal period of one (1) hour after each four (4) hours of work.

A1505 Meal Period Violation

- (a) Where the exigencies of Production make it necessary and the Performers agree to work during the meal period, each Performer, shall be compensated at \$25 per half hour, or fraction thereof, in addition to the applicable payment for the period being worked, until the meal period is provided.
- (b) The meal period shall be provided at the earliest time possible thereafter.
- (c) Completion of the scene being recorded shall not be considered a breach of this Article.

A1506 Meal Facilities Not Available

It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks, pizza, and hot dogs, etc.) do not constitute a proper meal.

A1507 Beverages / Environmental Awareness

The Producer shall provide coffee, tea, bottled water, and other soft beverages and use best efforts to make them accessible to all Performers. Further, the Producer shall use best efforts to supply environmentally-compatible containers for all such beverages.

ARTICLE A16 - TRAVEL AND EXPENSES

A1601 Travel

Where the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond forty (40) kilometres on the Lower Mainland from the Vancouver City Hall, 12th Avenue and Cambie St., the Performer shall be entitled to not less than:

- (a) **Expenses:**
 - (i) Actual transportation expenses which a Performer is required to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.
 - (ii) A kilometrage allowance of \$0.32 per kilometre if the Performer is required to use his/her own automobile.
 - (iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.

- (iv) All costs for taxi, limousine or other transportation used by the Performer in order to get to and from the destination required by the engagement.
- (v) A per diem allowance of \$160.00 for each day the Performer is required to be away from home to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$35.00
Accommodation	\$95.00

- (b) **Travel Time Payment** Time spent in travel by the quickest available means of regularly scheduled carrier by a Performer (or such other arrangements which may be authorized) shall be considered as work time when travel time plus work time exceeds the work day. Where travel time is to be paid, it shall be calculated from door-to-door or from central point to central point as agreed between the Union and the Producer and shall be paid at the Performer's contracted hourly rate in half hour units to a maximum of eight (8) hours in any twenty-four (24) hour period.

A1602 Advance Payment to Performers

Subject to Article 1601(v), the Producer shall advance to a Performer against expenses, the sum of \$160.00 for each day the Performer is required to be away from home to cover the Performer's expenses up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses (with attendant receipts where possible) within ten (10) working days.

A1603 Transportation Provided Under Certain Conditions

When the Producer requires a Performer to travel within a forty (40) kilometre radius in the Lower Mainland, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way.

A1604 Travel Outside Canada

The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1605 Travel Insurance

When the Performer is to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars (\$250,000.00).

ARTICLE A17 - HOLDING CALLS

A1701 Hold Over on Location

In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided, if the Performer arrives on location on the evening prior to the morning call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A18 for the day of arrival and departure only. Performers held on overnight location during the normal one-day or two-day weekly rest period (also known as "production down days"), shall be compensated at the rate of twenty-five percent (25%) of the Performer's daily contracted fee.

A1702 Holding Call

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "holding call". The period of the "holding call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "holding call".

ARTICLE A18 - CANCELLATIONS AND POSTPONEMENTS**A1801 Force Majeure**

If a Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the Producer may either cancel the Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangements with the Performer by way of postponement and the like as may be practicable to fulfill the engagement.

A1802 Cancellation of a Single Production

If a single Production is cancelled for any reason other than that provided in A1801, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

A1803 Preference of Engagement Upon Remounting

Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

A1804 Cancellation of a Series Production

Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A805), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least six (6) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

A1805 Cancellation of a Performer's Engagement

If the Producer cancels a Performer's booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

A1806 Change in Scheduled Days

If for any reason other than weather, the Producer changes a Performer's booking or engagement to another day, the following conditions apply:

- (a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the contracted fee for the original day.
- (b) The Performer shall be paid fifty percent (50%) of the contracted fee for the original day if the notice of change is given to the Performer at least twenty-four (24) hours before the hour scheduled for work to commence.

- (c) If seventy-two (72) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered 1000h, except when it has been designated as a night shoot, in which case the Call shall be considered to be 1900h.

A1807 Cancellation of Scheduled Days

If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of A18.

A1808 No Weather-Permitting Calls in Studio

No weather-permitting calls shall be allowed for work in studio.

A1809 Illness

Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,
- (b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

A1810 Weather Cancellation

When the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted fee; or,
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior booking, the Producer shall:
 - (i) excuse the Performer so that the Performer may fulfill the previous commitment; or,
 - (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

A1811 Performance Default

When a Performer does not fulfill a contracted engagement which causes a cancellation, postponement or a delay of production and subject to the Grievance Procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfill such an engagement is caused by illness (subject to A1809) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Union, in trust, pending the determination of an Arbitrator of whether there has been a breach of the contract by the Performer. The Arbitrator will convene a hearing within seven (7) days of a dispute arising under this Article.

ARTICLE A19 - WORKING ENVIRONMENT

A1901 Dressing Room and Sanitary Provisions

- (a) Performers may refuse to commence work at any recording studio or location, where the Producer fails to provide the following facilities:
 - (i) a supply of pure drinking water;
 - (ii) a suitable seat for each Performer during rest periods;
 - (iii) clean and accessible toilets and washrooms.

A1902 Easing of Work Rules

Upon written request by the Producer to the Union, the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

ARTICLE A20 - UPGRADING**A2001 Upgrading of Performers**

When a Performer is upgraded in category during the course of production, the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or, if the Program is a Series, the Episode.

ARTICLE A21 - OTHER DUTIES**A2101 Additional Services**

When any Performer is required to provide additional services, such as contacting other Performers, arranging for auditions, arranging for rehearsal, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2102 Vocal or Dialogue Coach

When a person is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the Principal Actor rate set out in Article B104 of this Agreement. This rate shall include four (4) hours of work time. A Vocal or Dialogue Coach may be engaged on a weekly basis for a fee equal to four times the daily rate. All other terms and conditions of this Agreement shall apply to persons engaged as Vocal and Dialogue coaches except that such work does not attract Use Fees.

A2103 Billboards and Series Theme Music

Minimum Guarantee for each 13 weeks of use:	Included Work Time	Rate
	4 hours	\$234.52/\$239.21/\$246.39/\$253.78

A2104 Public Service Announcements

Category	Included Work Time	Rate
Performers and Group Singers	1 hour	\$351.00/\$358.00/\$368.75/\$379.82

The hourly rate for work in excess of the included work time noted above, up to and including the eight (8th) hour on any one day \$65.52/\$66.83/\$68.83/\$70.90.

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:

- (a) renegotiation with the Performer(s) concerned;
- (b) the Performer(s) being recontracted; and
- (c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

A2105 Interstitial Rates \$236.60/\$241.33/\$248.57/\$256.03 per ten (10) minutes of finished recording; one (1) hour of included work time; \$65.52/\$66.83/\$68.83/\$70.90 per hour additional work time, plus Use Fees.

A2106 Preproduction Rehearsal

Prior to the commencement of production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum four (4) hour call.

A2107 Reading Session

The Performer shall be compensated for time spent in a Reading Session at the Performer's hourly contracted rate with a minimum call of four (4) hours.

ARTICLE A22 - MINORS**A2201 Application**

The Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia are incorporated into, and form part of this Agreement (see Appendix "F"). Such Regulations shall apply to all Minors under the age of seventeen (17). Where the Regulations are silent for Minors over the age of fifteen (15) and under the age of seventeen (17) the provisions for children ages twelve (12) to fourteen (14) shall apply.

A2202 Regulations Governing Engagement of Minors

The Producer shall at all times adhere to the Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia. All relevant Applications and forms required to be completed and submitted to the Employment Standards Branch of the Ministry of Labour and the Office of the Public Trustee shall, at the same time, be copied to the Union office.

A2203 Tutoring

The Producer shall provide a tutor for any Performer under the age of majority who normally attends school (i.e. Kindergarten through Grade 12), and who works three (3) or more school days during a production week.

A2204 Call Times for Auditions

On school days, with advance consultation with the Union, the Producer shall make best efforts to schedule Call Times for Auditions, interviews, and individual voice tests for Minors after school hours. On evenings preceding a school day, the same shall not be held later than 7:00 p.m. for Minors under the age of twelve (12) years of age and not later than 9:00 p.m. for Minors aged twelve (12) to fifteen (15).

ARTICLE A23 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS**A2301 Audition Delay Fees**

Voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Union after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of \$25.00 per hour or part thereof.

A2302 Audition Recall

Where a Performer is required to attend a third (3rd) or subsequent Audition for a specific Role, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$40.00 for each hour or part thereof.

A2303 Audition Reader Fees

Notwithstanding A2301, a Performer engaged to take part in another Performer's test shall be paid at the rate of \$20.00 per hour or a minimum payment of \$80.00 whichever is greater.

A2304 Open Audition Call

Where open Performer Auditions, tests or interviews are to be held for any category, notice of such Audition with necessary details shall be given to the Union not less than four (4) days prior to such Audition when feasible.

A2305 Preference of Audition

The Producer agrees to give Union members preference in the auditioning of Performers. In the case of "open calls", Union members shall be auditioned in advance of and separate from non-Union members. However, Union members may be auditioned during non-member auditions if they are unavailable during member audition time.

A2306 Provision of Transport / Escort During Non-Daylight Hours

The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when the Performer completes an Audition or Call during non-daylight hours.

ARTICLE A24 - RETAKES, ADDED SCENES AND AUDIO RECALL**A2401 Retakes Following Completion of Regular Schedule**

In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.

A2402 Security For Payment

The Union must be notified of any proposed work under this Article. If the Security for Payment has been returned to the Producer, a new Security for Payment may be required upon recall. The Union shall receive work reports concerning such work.

ARTICLE A25 - PICK-UP PERFORMANCE**A2501 Consent**

There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Union. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between the Union and any other performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that the Union may waive the provisions of B109 in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple roles.

A2502 Insert Fees

Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the Producer may apply to the Business Representative for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A2503 News Short

Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to two (2) minutes of recorded performance may be used in information Programs only, without additional payment.

A2504 Promotional Recordings

In-studio visual recordings of Performers is strictly prohibited except when the Performer has given express written consent, no less than 24 hours prior to the recording Session, and use of such video recording is strictly limited to promotional uses. Excerpts of not more than four (4) minutes may be used without additional compensation to the Performer(s) in circumstances such as the following:

- a. For the purpose of advertising or promoting a Program or Programs within a Series from which the excerpt is taken;
- b. In any awards program;
- c. In news/news magazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.

ARTICLE A26 - PUBLICITY STILLs, TRAILERS AND PROMOS**A2601 Publicity Stills**

Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for use of such still photographs and trailers.

A2602 Program Excerpt

An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

A2603 Short Term Promos

If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$251.42/\$256.45/\$264.14/\$272.07 with four (4) hours included work time, such fee to include thirteen weeks of use. Any additional use beyond the initial thirteen (13) weeks requires an additional Session fee pursuant to this article for each thirteen (13) weeks of use.

ARTICLE A27 - EXCERPTS**A2701 Excerpts**

The following provisions apply to the use of excerpts:

- (a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (b) below will be paid a fee not less than the contracted daily fee such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use Fees) shall apply to the new Program as if the Performer had actually participated. A Performer who appears in multiple excerpts not within the exceptions in subparagraph (b) below, which are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original Programs from which the excerpts are taken.
- (b) Excerpts (except for Flashbacks – See Article A2702 below) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
 - (i) When such excerpt is used in a Program in which the Performer(s) participates in new work for such Program;
 - (ii) As a recap, preview or teaser within a Series from which the footage was taken;

- (iii) Excerpts of not more than four (4) minutes may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
 - (A) For the purpose of advertising or promoting a Program or Programs within a Series from which the excerpt is taken;
 - (B) In any awards program;
 - (C) In news/news magazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.
- (c) Background Performers will not be compensated for use of an Excerpt.
- (d) Use of Excerpts in opening montages is addressed in A2703 below.

A2702 Flashbacks

If a flashback or multiple flashbacks (other than recaps, previews and teasers) are used in an Episode in which a Performer does not otherwise appear, the Performer will receive a fee equal to the highest contracted daily fee for one of the Episodes from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated. In the case of a Performer required to participate in new work for the Program no additional compensation is necessary to the Performer performing in such flashbacks.

A2703 Opening Montages

When a Performer appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in the Series cycle, he/she shall be paid a use fee equal to five per cent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which he/she does not otherwise appear.

ARTICLE A28 - DUBBING AND DOUBLING

A2801 The Producer agrees that he/she will not, without the Performer's consent, "dub" or use a double in lieu of the Performer, except under the following circumstances:

- (a) when necessary to meet expeditiously the requirements of the exhibition;
- (b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
- (c) when the Performer is not available, or when the exigencies of the Production render such impracticable; and/or
- (d) when the Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (d) above, the Producer shall have the right to double or to dub the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the Producer.

ARTICLE A29 - CREDITS

A2901 Exhibitor to Honour Performer Credits

In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A2902 Documentaries and Industrials

In Documentary or Industrial Programs, if any craft credits are given, then credits to Performers as provided in this Article shall apply.

A2903 Performer Credits

The Producer will place at the end of each theatrical film and television movie, a cast of characters naming the Performers and the roles played.

A2904 Credit to be Legible

All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A2905 Failure to Provide Credit

Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

- (a) to correct the omission prior to public showing where possible; or
- (b) if correction as in (a) above is not possible, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific Periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Grievance Procedure for resolution. Cost of these advertisements will be borne by the Producer.

A2906 Union Logo

The Producer shall include the Union logo on the credit or cast roll if the logo of any other union or guild is included in the credit or cast roll as a result of a provision first negotiated in a collective agreement in British Columbia after the effective date of this Agreement, and if the Union provides the logo on a timely basis.

ARTICLE A30 - PAYMENT**A3001 Payment**

All fees and payments must be paid within fifteen (15) calendar days from the day on which the performance occurred. This includes payments to Performers and to the Union. The Producer shall be responsible for any delays in payment caused by his/her/its payroll service.

A3002 Late Payment Penalty

In the event that payment of fees is not forthcoming as prescribed in A3001, the Producer shall pay to the Performer or the Union, as the case may be, a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding Gross Fees, for each thirty (30) day period or part thereof, beginning with the first day following the day payment was due. This provision shall not apply where the Producer has filed with the Union a bona fide dispute relating to the fees payable.

ARTICLE A31 - PERFORMER BENEFITS**A3101 Insurance**

- (a) In consideration of the free-lance employment nature of most Performers, the Union shall maintain Insurance programs which provide such benefits to members as life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits, and extended health care.
- (b) The design and extent of coverage and entitlement of the Insurance programs shall be at the sole and absolute discretion of the Union.
- (c) The Producer shall contribute to the Union an amount equal to four percent (4%) of the Gross Fees (inclusive of Use fees) paid to all Performers.

A3102 Retirement

The Union shall maintain Retirement Programs for Performers who are members of the Union. This shall be funded through the following contributions and deductions:

- (a) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are members of the Union; and
- (b) The Producer shall deduct and pay to the Union an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) payable to each Performer who is a member of the Union.

A3103 Equalization Payments

In order to equalize the payments in respect of Union members and non-members, the Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are not members of the Union.

A3104 Non-Residents

The Producer contributions and Performer deductions contemplated by this Article apply equally to residents and non-residents.

A3105 The Plans

The terms and provisions of the Insurance and Retirement programs designed and maintained by the Union - including the design, extent of coverage, entitlement and qualification for the benefits provided under those programs - shall be at the sole discretion of the Union, and funds payable to the Union pursuant to this Article including, without limitation, the equalization payments, may be used and applied by the Union in such manner and for such purposes as may be determined in the sole and absolute discretion of the Union. For greater certainty, the equalization payments belong exclusively to the Union.

A3106 Maximum Contributions

With respect to Performers whose Gross Fees (inclusive of Use Fees) from a contract of engagement exceed \$125,000.00 (Canadian), the maximum contributions pursuant to Article A31 shall be:

- (a) \$6,250.00 (Canadian) pursuant to clause A3101;
- (b) \$11,250.00 (Canadian) pursuant to clause A3102 (a) or A3103;
- (c) \$3,750.00 (Canadian) pursuant to clause A3102 (b).

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3107 Remittance

The contributions and deductions pursuant to this Article A31 shall be payable by cheque to the Union at the same time and for the same period covered by the production payroll.

A3108 Remittance Statement

The Producer shall provide the Union with an itemized statement of the amount of each Performer's earnings and the contributions and deductions made in respect of each Performer when remitting the contributions and deductions under Article A31.

ARTICLE A32 - APPENDICES

A3201 The following appendices shall form part of this Agreement. Any references in the appendices to the Union refers to the Union of B.C. Performers. The cover page, signing pages, and individual contracts of engagement also form part of this Agreement.

Appendix "A" List of Individuals, Persons, Partnerships, Firms, or Corporations Bound

Appendix "B" Acceptance Agreement

Appendix "C" Production Information Sheet

Appendix "D" Performer Time Report

Appendix "E" Performer Contract for Independent Production

Appendix "F" Employment Standards Act Regulations regarding engagement of Minors

Appendix "G" Assumption Agreement on Sale or Other Disposition

Appendix "H" Security Agreement

Appendix "I" Audition Sign-in Sheet

ARTICLE A33 – DURATION

- A3401** The term of this Agreement is effective from the first payroll week after ratification until December 31, 2003. Pending negotiation of a new agreement to take effect January 1, 2004, all the provisions hereof shall continue in force until such time as a new agreement is concluded.
- A3402** The parties agree to commence negotiations concerning a new agreement at least 90 days prior to December 31, 2003 and to continue such negotiations diligently and in good faith until such time as a new agreement is reached.
- A3403** Pursuant to Labour Relations Code Section 50(4), the operation of Labour Relations Code Section 50(2) and Section 50(3) shall be excluded from this Agreement and shall not apply to this Agreement.

SECTION B

MINIMUM FEES

ARTICLE B1 - MINIMUM FEES & CONDITIONS OF ENGAGEMENT FOR ANIMATION PERFORMERS

B101 Session

A Session in this Section B means a work day with a minimum call as provided in this Section.

B102 Minimum Fees for Performers in Series

In a Series, the performance fees may be calculated on the basis of the minimum daily fees either "per Episode" or "per day of production", whichever is the greater.

B103 General Provisions Apply

Unless Animation Performers are excepted from the general provisions of Section A of this Agreement, or unless more specific provisions are set out in this Section, the general provisions of Section A shall apply to Animation Performers.

B104 Minimum Fees for Animation Performers

(a) Per Production of more than ten minutes running time

Effective 1st Pay Period After Ratification:

Categories	Daily Fee Based on a 4 hour day	Hourly Rate for Hours 5-8	Overtime Rate for Hours 9,10,11	Overtime Rate for Hours 12 and beyond
Principal Actor - one role	\$350.50	\$65.52	\$98.28	\$131.04
Actor - one role	\$236.60	\$43.68	\$65.52	\$87.36

Increases

Wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003.

(b) Per Production of 10 minutes or less running time

Effective 1st Pay Period After Ratification:

Categories	Daily Fee Based on a 1 hour day	Hourly Rate for Hours 2-8	Overtime Rate for Hours 9,10,11	Overtime Rate for Hours 12 and beyond
Principal Actor - one role	\$234.52	\$65.52	\$98.28	\$131.04

Increases

Wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003.

Notes: For the purpose of this Article,

- (a) Principal Actor includes Announcer, Narrator, Commentator, Singer (solo or duo), Specialty Act, or Singers in groups of up to four (4) people.
- (b) Actor includes Singers in groups in excess of four (4) people.

B105 Recall Session for Pick-Up Lines

(a) A Performer may be requested to attend a Session for the sole purpose of recording Pick-Up Lines from a previously recorded Production provided the Pick-Up Lines are for the character(s) for which the Performer has been previously contracted. The rate for a Recall Session for Pick-Up Lines is:

Effective January 1st, 2001

Categories	Daily Fee Based on a 1 hour day	Hourly Rate for Hours 2-8
Principal Actor - Actor	\$350.50	\$87.50

The above rates include Use Fees.

Increases

Wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003.

(b) The purpose of a Recall Session is to re-record existing Line(s) of Dialogue, or record new or revised Line(s) of Dialogue for a previously recorded production, and not for recording Line(s) of Dialogue for new productions, or Line(s) of Dialogue not arising from previously recorded production. The preferred method of recording Pick-Up Lines is to record them pursuant to Article B114. The term "production" for the purpose of this Article includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, a Compact Device, and another similar Program.

B106 Vacation Pay

All of the rates include a four percent (4%) vacation payment required pursuant to the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

B107 Work Beyond Four (4) Hour Minimum Call

When work continues beyond the designated four (4) hours included work time on a single Program on a given day, the additional hours up to and including eight (8) hours of work shall be paid at the hourly rate specified above. Work beyond eight (8) hours shall be paid at the overtime rates in accordance with Article A1301. [Note: Dubbing of animated Programs is covered by Section D].

B108 Initial Session

The initial Session for an animated Series shall comprise eight (8) hours for the same basic fee currently provided for in a four (4) hour Session fee.

B109 Additional Voices (Doubling)

- (a) For each additional role (except as provided in B109(b) and (c), below), the Performer shall be paid a 50% doubling fee according to the line count for that role. In other words, the Performer shall be compensated at 50% of the Principal rate or 50% of the Actor rate, whichever is applicable.
- (b) **Incidental Doubling.** Each Principal Performer may perform one additional role without additional payment beyond the Principal Session fee set out in B104 per Production, provided the additional Role shall not exceed ten uninterrupted words of scripted or unscripted dialogue.
- (c) Walla. Participation in Walla shall not be considered a performance and therefore requires no additional fee when performed in a regular Recording Session (B104). Where Performers attend a separate Session to perform Walla, the rates for a Principal Actor in a recall Session (see Article B105, above) shall apply.

B110 Bumpers

An Animation Performer may perform Bumpers in the nature of "We'll be right back" during a regularly scheduled Session, for no additional compensation, provided that such Bumpers are performed in a character voice for which the Performer is engaged. When a Performer is requested to perform Bumper(s) in a non-character voice during a Session then such Bumpers will be compensated at the Principal Actor rate, plus Use Fees for a minimum four hour call. If a Performer provides the above services outside a regularly scheduled Session, the rates for a Principal Actor, plus Use Fees shall apply.

B111 Promos

A Performer engaged for the making of Promos, either during a regular Session, or separately, shall be paid the Principal Actor rate for a four hour minimum call, plus Use Fees, except as provided for in Article A2603.

B112 Promotional Announcers

A Performer engaged as a promotional announcer shall be entitled to a Session fee of \$500.00 (wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003) (with four (4) hours included work time). Additional time up to eight hours of work shall be at a pro-rated hourly rate. Work done pursuant to this Article is subject to the same Use Fees as the Program which is being promoted.

B113 Series Guarantees and Discounts

- (a) Contracts for Series guarantees shall be fully executed by all parties prior to the first episode of a Series in which the Performer provides services to which the Producer wishes to apply a discount. The contract must stipulate the specific role(s) guaranteed, the category(s) of performance guaranteed, and the number of Episodes guaranteed. The discount may only apply to the guaranteed per Session amount specified in the contract. Any services provided by the Performer over and above what is guaranteed shall not be discounted.
- (b) Where an Animation Performer is guaranteed and contracted for:
 - (i) Twenty-four (24) Episodes or more in one season, the Producer may negotiate a discount of up to five (5%) of the per Session guarantee.
 - (ii) Sixty (60) Episodes or more in one season, the Producer may negotiate a discount of up to ten percent (10%) of the per Session guarantee.

B114 Pick-Up Lines

A Performer may be requested to record an unlimited number of Pick-Up Lines from previously recorded Episodes for no additional compensation provided the Pick-Up Lines are for characters(s) for which the Performer has been previously contracted and the Pick-Up Lines are recorded within a regular recording Session in which the Performer is booked in accordance with Article B104. Pick-Up lines recorded outside a regular recording Session shall be paid pursuant to Article B105. In the event that Pick-Up Lines add dialogue for a Performer such that an upgrade to a higher category of performance is required, the Performer shall be re-contracted at the higher rate pursuant to Article A2001.

B115 Multiple Program Production

Where an Animation Performer is guaranteed a minimum of thirteen (13) or more Episodes in an Animated Series to be produced within a six (6) month period (for each thirteen Episodes) and where the Performer's contracted obligations are met within no more than one (1) four (4) hour Session, the minimum fees payable may be discounted by thirty-five percent (35%).

B116 Notification of Discounts

The Performer shall be notified at the time of booking whether or not the Producer intends to apply any discounts flowing from this Section of the Agreement.

B117 No Pyramiding

Whenever one of the above discounts are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.

B118 Use Payment Options

Subject to Article B105, Performers working under the provisions of Section B shall be entitled to Use Fees as provided in Section C.

B119 Production Information Sheet

In addition to the requirements pursuant to A507, the Producer shall make best efforts to file with the Union office at least 72 hours in advance of recording, but in any event no later than the first day of recording, a completed Production Information Sheet (Appendix "C").

SECTION C

DISTRIBUTION RIGHTS, RESIDUAL FEES, PREPAID USE RIGHTS AND ROYALTIES

ARTICLE C1 - DECLARED USE

C101 Distribution Rights

Upon payment of the minimum fees, the Producer is entitled to unlimited use of Educational Programs in Canada or **one** of the following "Declared Uses" of the Program:

- (a) **Theatrical:** Worldwide theatrical use for period of copyright of the Program.
- (b) **Free Television:** One domestic run in Canada.
- (c) **Pay-Television:** One (1) year use in Canada.
- (d) **Cable TV:** Two (2) years use in Canada.
- (e) **Compact Devices:** Two (2) years use in Canada

At the time of contracting of Performers, the Producer must declare the intended Use of the Program.

C102 Additional Use

At the time of production, a Producer must select one of the following two options with respect to additional Use of the Production beyond the declared use pursuant to C101 above:

- (a) Payment for Individual Use Option pursuant to Article C3 below; or
- (b) Prepayment Options pursuant to article C4 below

ARTICLE C2 - ADDITIONAL USE

C201 Assumption Agreement

If the Producer or his/hers/its heirs, successors or assigns sells, assigns, or otherwise disposes of any property produced under this Agreement, or any rights thereto, the Producer shall not be relieved of any of his/her/its obligations for payments due under this Agreement, unless the Third Party to whom the said property or rights have been sold, assigned or otherwise disposed of (the Purchaser), assumes, in writing, the obligations for such payments. The written approval of the Union to such assumption shall be obtained first. Such approval shall not be unreasonably withheld. This Assumption Agreement shall be in the form contained in Appendix "G" to this Agreement. Upon seeking the approval of the Union to an assumption as provided for herein, the Producer shall provide to the Union such information and material pertaining to the Purchaser as the Union may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

C202 Successors

This collective agreement (herein referred to collectively as the "Agreement") shall be binding on the parties hereto, their successors, administrators, executors and assigns. In the event the Producer's business is in whole or part sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such business or operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other device to a third party to evade this Agreement. The Producer shall give notice of the existence of this agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Producer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Producer (including partners thereof), shall be liable to the Company and the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this

Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement.

C3 INDIVIDUAL USE OPTION

C301 Individual Payments

When a Program is used beyond the basic use entitlement provided (and no prepayment options have been exercised), Performers shall be paid the following minimum use fees based upon the following percentages of Net Fees earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such use.

C302 Theatrical Use

When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, or Video is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

Programs sixty (60) minutes or less in length -- 15%

Programs exceeding sixty (60) minutes in length -- 35%

C303 Free Television

(i) Use in Canada:

(A) Each Domestic Run -- 30%

(B) Each use on a single television station:

Toronto/Hamilton, Montreal, Vancouver -- 20%

Each other station -- 10%

When payment to the Performer for use under (B) above has reached thirty percent (30%) of the Performer's Net Fees provided in (A) above, the Producer shall be entitled to authorize broadcast of the Program one time on one television station in each market in Canada in which the program has not been so used.

(ii) Use in the United States.

	Network	Syndicated	Non-commercial network
1st use	35%	25%	25%
2nd use	30%	20%	20%
3rd use	25%	15%	15%
4th use	25%	15%	15%
5th and any subsequent	10%	10%	10%

(iii) World Market.

Each use in any single country except Canada or the U.S. -- 5%

C304 Pay-Television

(i) Use in Canada:

Each three (3) months in Canada -- 10%; or

twelve (12) months use in Canada -- 25%

(ii) Use in the U.S.:

Each three (3) months use in the U.S. -- 15%; or

twelve (12) months use in the U.S. -- 30%

C305 Cable TV

(i) Use in Canada:

Each five (5) years of use -- 20%

(ii) Use in U.S.:

Each five (5) years of use -- 30%

C306 Compact Devices

(i) Use in Canada

Each five(5) years of use -- 20%

(ii) Use in U.S

Each five (5) years of use -- 25%

C307 Educational Television

- | | | |
|-----|---|-----|
| (a) | Use in Canada: each one year of Use | 10% |
| (b) | Use in U.S.: each one year of Use | 15% |
| (c) | Use in the Foreign Markets: each year of Use in Foreign Markets | 15% |

ARTICLE C4 - PREPAYMENT OPTIONS**C401 Preamble**

The Producer may acquire unrestricted Use rights as specified below. The Producer shall declare and specify the media Uses of the Program for which Prepayment is being made on the individual contract of the Performer. Prepaid Use payments must be paid to Performers at the time of Production.

The Producer shall notify the Union, in writing, regarding the date of first use in a residual market. Unless the Union is otherwise notified by the Producer, the date of first use in a residual market for a Theatrical motion picture shall be deemed to be six (6) months after Theatrical release. With respect to television Series produced primarily for distribution outside of Canada, the date of first use in a residual market shall be deemed to be six (6) months after the completion of recording each Episode unless the Union is notified otherwise by the Producer. Where it is established that the actual date of first use in a residual market is earlier than the deemed date, the actual date shall apply.

(a) Theatrical Motion Pictures

When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

(b) (i) All Free Television – Five (5) Years Use

When a Program's Declared Use is Free Television, the Producer may pay one hundred and five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred and five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(ii) All Free Television – Seven (7) Years Use

When a Program's Declared Use is Free Television, the Producer may pay one hundred and twenty percent (120%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, excluding Theatrical, for a period of seven (7) years from the date of first exhibition in a residual market. Before the expiration of any seven (7) year period, the Use Fees may be renewed for an additional seven (7) year period upon payment of an additional one hundred and twenty percent (120%) of the Performers' Net Fees. In lieu of renewing a seven (7) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(c) Cable TV

When a Program is made primarily for Cable Television, the Producer may pay one hundred and five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional 105% of the

Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay 3.6% of "Distributors' Gross Revenue" as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(d) All Other Media Enumerated in C101

When the Declared Use is other than Theatrical, Free Television or Cable TV the Producer shall pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all enumerated media in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. After the expiration of such five (5) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(e) Use Rights in Perpetuity

The Producer may acquire unrestricted Use rights for the Program listed above (excluding Theatrical) in perpetuity upon prepayment of two hundred percent (200%) of the Performer's Net Fees.

ARTICLE C5 - RESIDUALS ADMINISTRATION

C501 Payment of Use Fees

Additional Use Fees shall be payable to the Union and shall be distributed to Performers pursuant to the provisions of Article C504. Article C5 is not applicable to a Producer that acquires either Use Rights in Perpetuity pursuant to Article C401(f) or Use rights pursuant to Section D except:

- (a) Article C505 applies when a Producer options Use Rights in Perpetuity under Article C401(f) and
- (b) Article C511 applies to all Producers and Programs.

C502 Distributors' Gross Revenue shall mean all monies derived in any manner whatsoever from the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, Distributors' Gross Revenue shall include only revenues from licenses of the English Language version of the Productions. For greater certainty:

- (a) Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.
- (b) Distributors' Gross Revenues shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the "Head Distributor") in respect of the Production. The Distributors' Gross Revenues shall also include all monies received by sub-distributors which:
 - (i) are related to or which do not have an arm's length relationship with, the Producer or the Head Distributor; or
 - (ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.
- (c) Pre-sale revenues shall be included in Distributors' Gross Revenue. A pre-sale means the grant of a license or rights to utilize a Production, prior to production, to an end user, for consideration. The amount of verified distribution Advances, i.e. payments received by a Producer from a Distributor, shall not be included in Distributor's Gross for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the Distributor's Gross Revenues, for the purpose of the calculation of Use Payments.
- (d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to 20% of the wholesale selling price of such Compact Devices provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently \$30. per unit), the deemed Distributors' Gross shall be 10%.

- (e) The Producer, at the time of the Production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributors' Revenue upon which Use Payments are based, subject to the right of the Union to refer any difference to Arbitration under Article 11. If, as a result of this allocation, Use Fees become payable from the Distributor's Gross Revenue, the said Fees shall be payable to the Union at the time of Production.
- (f) **Packaging** It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the parties shall allocate the revenue attributable to each individual Production, subject to the right of the Union to refer any difference to the Arbitration under Article 11.
- (g) **Official Treaty Co-productions**
 - (i) While Distributors' Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organization, the Distributors' Gross Revenue shall be:
 - (A) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
 - (B) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the "Canadian Share"). The Canadian Share shall be no less than the percentage of the total amount of the Production budget financing derived, directly or indirectly, from any Canadian source(s).
 - (ii) Prior to production, the Producer shall disclose the Production's status as an Official Treaty Co-production to the Union, and will provide the following information to the Union:
 - (A) the name and legal status of the Co-producers;
 - (B) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.
- (h) If the Producers who is a party to this Agreement negotiate a definition of Distributors' Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

C503 Reporting and Payment Procedure

- (a) The Producer shall deliver to the Union reports setting forth the amount of Distributors' Gross Revenues in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to the Union in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two years following the first report filed hereunder and annually thereafter. The first report shall be due 60 days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.
- (b) At the request of the Union the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue, filed with the government agencies and/or other

financiers, subject to the right on the part of the Distributor to edit the reports on the grounds that they contain confidential information.

- (c) The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the Union on the due date, i.e., the date that each report is due. In the enforcement of this Article, the Union, subject to its rights as a creditor, shall agree to not hold any Performer of a Producer (or Distributor) liable in negligence, provided the said Performer acts in a bona fide fashion. The Distributors' Gross Revenues shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall only be payable when the reports are due under C503(a) above.
- (d) If the currency of the Distributors' Gross Revenues is other than the Canadian Dollar, the Use payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the Union upon request. If the practice is amended at any time such amendment shall be disclosed to the Union.
- (a) Payments shall be made to the Union in trust for the Performers concerned. The Union shall be entitled to make a claim of interest on payments received after the due date as provided herein, i.e., the date the reports are due to be filed, at the Prime rate of interest, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.
- (b) When a Producer selects any of the Advance Options the Producer shall deliver to the Union:
 - (i) the calculation of the total amount of Advance payments, certified by the Production Accountant or Controller, and the back up material in this regard;
 - (ii) the first report that is due to the Union pursuant to Article pursuant to C503(a);
 - (iii) the information and Use Fees, if any, payable under C502 (e).

C504 Distribution of Payments

Use payments shall be distributed to Performers by the Union on the following basis:

- (a) Units will be assigned to Performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work. Performers shall receive units according to the Gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.
- (b) For each Program, the total revenue will be divided by the total units accumulated by all Performers with respect to the Program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units he has accumulated and the dollar value calculated in the preceding sentence.

C505 Selection of Use Payment Option

The election made by the Producer to pay Use Fees under C3 or C4 shall be the same for each Performer engaged on the Production. For clarity, if a Producer elects to Prepay Performers as set out in Article C4, all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment.

C506 Fair Market Value

The Producer and/or Distributor shall meet with the Union to determine the fair market value for distribution of a Program should such Program be distributed for Use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article 11.

C507 Distributor's Assumption Agreement

- (a) If the Producer, its successors and assigns, licenses, sells, disposes or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best

efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (i.e., a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix "G".

- (b) Upon seeking the approval of the Union to an assignment, license, sale, disposition or conveyance of distribution rights the Producer shall also provide to the Union such information and material pertaining to the Distributor, as the Union may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.
- (c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix "G", and the Union approves the assumption in writing. The Union's approval shall not be unreasonably withheld.

C508 Administration Charge

The Producer shall assist in defraying the cost of administering this section of the Agreement which involves the distribution of Use payments. The administration fee payable shall be one percent (1%) of the total amount to be distributed. The minimum administration charge shall be \$100.00 per Program payable as an advance with the first Use Fee payment to be distributed by the Union.

C509 Re-Use Payments Forwarded to the Union

All re-use payments, other than those made at the time of production, shall be forwarded directly to the Union for distribution to Performers.

C510 Right of Audit

The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Union, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

C511 Other Uses

Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement, such use shall not be made of the Program until the Union and the Producer have negotiated mutually acceptable terms and conditions to apply to such form of use.

- C512** Where the Union receives and is required to distribute monies to Performers, the Producer shall pay an administration charge of one percent (1%) of the total amount to be distributed. The minimum administration charge shall be \$50.00 per Program payable as an advance with the first royalty payment.

C513 Security Agreement

Except where a Producer acquires Use rights pursuant to Article C401(e) and/or acquires the Use rights pursuant to Article D1 Dubbing Section, a Security Agreement in the form of Appendix H shall be provided by the Producer to the Union prior to completion of the Production or Program. If a Security Agreement is required the Performance Bond provided under Article A516 shall not be released by the Union until delivery of the said executed Security Agreement. Where a Producer is required to provide a Security Agreement and when it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Union may request, and the Producer will provide, additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Union, the Production or Program may be distributed.

SECTION D

MINIMUM FEES AND CONDITIONS OF WORK FOR PERFORMERS IN DUBBING

ARTICLE D1 - DUBBING

D101 Application of Section D

Except where the provisions of Section D specifically provide otherwise, the general provisions of Section A shall apply to this Section.

D102 Minimum Fees for Performers in Series

The performance fees will be calculated on the basis of minimum daily fees on either a "per day" or "per production" basis, whichever is the greater. The term "production" for the purpose of this Section includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, a Compact Device, and another similar Program.

D103 Dubbing Defined

Dubbing means the voice performance by a Performer off-camera to replace the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than North American English, or from English or a foreign language to another foreign language.

In the event of any dispute or confusion as to whether or not the Production qualifies under this Section, the representatives of the Union and the Producer agree to meet within two (2) business days (or such other time period to which the parties mutually agree) to screen the material and make a determination as to whether or not the material qualifies to be produced under Section D. In the event that the parties are unable to agree, either party may refer the matter to the grievance procedure outlined in Article A11.

D104 Multilingual Dubbed Production means a Program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.

D105 Work Day

- (a) Where the Producer calls a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
- (b) No work Session shall be more than five (5) hours without a meal break.
- (c) Such meal break shall not be less than one (1) hour or more than two (2) hours in any one day. Such meal break shall not be paid.
- (d) Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the new reporting time after the meal break will constitute a new first hour of work.
- (e) Notwithstanding the foregoing, if the Producer grants an extended meal period beyond the two (2) hours at the request of the Performer, or if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

D106 Minimum Fees

The fees paid to Performers with a minimum two (2) hour call on a per production basis, shall be based on the following:

- (a) the length of the booking
- (b) the length of time actually spent in recording
- (c) the line count

whichever is the greatest.

Hours	Rate
2	\$183.00
3	\$241.00
3.5	\$270.00
4	\$299.00
4.5	\$328.25
5	\$357.25
5.5	\$386.25
6	\$415.25
6.5	\$444.25
7	\$473.25
7.5	\$502.50
8	\$531.50

\$86.50 for each additional hour, calculated in one-half (1/2) hour units.

Per Line Fee: \$ 3.45 / \$3.52/ \$3.63/ \$3.74

Wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003.

D107 Production Records

In addition to all records and information required by this Agreement, the Producer shall forward to the Union office the script, line count, and calculation sheets used for the Production.

D108 Use Fees

The payment of the above rates shall entitle the Producer to Use of the dubbed Programs without additional payment of fees.

D109 Additional Voices (Doubling)

(a) During one Session, a Performer who is required to dub more than three (3) roles in the same Program (or in the same Episode of a Series), shall receive additional payment for doubling. Such additional payment shall be not less than \$47.84 for the first such double, and \$31.46 for the second and each subsequent double. Wage increase of 2% effective April 1, 2001 and 3% increase effective April 1, 2002 and 3% increase effective April 1, 2003.

(b) **Participation in Crowd Noises/Walla**

Participation in Walla shall not be considered as doubling, and is permissible without additional compensation.

D110 Dubbing of Songs

The following conditions govern the dubbing of songs. (Note: Incidental humming is not considered to be singing.)

When a song is part of a Dubbed Production, whenever possible, the Producer will supply to the Performer prior to the recording, a cassette or a music sheet of the song. The Performer dubbing such a song will be paid as follows:

- (i) the number of lines in the song added to the lines of script the Performer is called upon to voice multiplied by the appropriate per line fee; or
- (ii) the hourly rate of the duration of the work Session or Sessions according to whichever method of payment is greater for the Performer.

When a song is included in the opening or closing sequence of a series, the Performer dubbing such a song will be paid as follows:

- (i) a minimum four hours booking at the appropriate rate; or
- (ii) the number of lines multiplied by the number of episodes multiplied by the appropriate per line fee

according to whichever method of payment is greater for the Performer.

The above fees entitle the Producer to the use of the song in twenty six episodes of a series. For the use of each subsequent group of thirteen episodes or less, the Producer will pay to the Performer forty per cent (40%) of the first hour dubbing fee.

D111 Vacation Pay

All of the rates include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement

D112 Production Information Sheet

In addition the requirements pursuant to A507, the Producer shall make best efforts to file with the Union office at least 72 hours of recording, but in any event no later than the first day of recording, a completed Production Information Sheet (Appendix "C").

D113 Line of Dialogue means a line of script of ten (10) words or less including directed but unscripted dialogue. Part of a line is considered a line (e.g. a block of 11 - 19 words is two (2) lines, not 1.1 - 1.9 lines). A character's line count is the line count in the script, not the total number of words divided by ten. A scripted or directed vocalization (e.g. a grunt or scream) constitutes a word under this definition.

D114 Step Up Late Payment Penalty for Dubbing

If, during any six month period, a Producer is required to make more than one payment under A3002 the following will replace A3002 for subsequent late payment penalties for Dubbing Sessions that arise within twelve months of the second penalty payment.

The Producer shall pay to the Performer a late payment charge of three dollars (\$3.00) per day, per Performer per Dubbing Session, per Program, up to and including seven (7) days. Beyond that delay, the late payment charge shall be five dollars (\$5.00) per day, per Performer, per Session, per Program. This provision shall not apply when the Producer has filed with the Union a *bona fide* dispute relating to the fees payable.

SIGNING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first herein written.

Signed by the Producer

Dated this ____ day of _____, _____.
(Month) (Year)

Company Name _____
(Please Print)

Signature of Signatory Producer: _____

Name of Signatory Producer: _____
(Please Print)

Title of Signatory Producer: _____
(Please Print)

Company
Address: _____

Company Phone Number: _____ Company Fax Number: _____

Signed by the Union:

(Signature)

(Signature)

(Title)

(Title)

For the purposes of this Agreement, the Union office is:

Suite 400 - 856 Homer Street

Vancouver, B.C.

V6B 2W5

Phone: (604) 689-0727

Fax: (604) 689-1145